v. Phillips, 44 Iowa 353. The tendency of the law is towards the ruling of this court. *Taylor v. Webb,* 54 Miss. 42; *Laughton v. Harden,* 68 Me. 208.

INSOLVENCY—PREFERENCES—RIGHTS OF CREDITORS.—POWERS-TAYLOR DRUG CO. v. FAULCONER ET AL., 44 S. E. 204 (W. VA.).—An insolvent debtor, with intent to prefer certain of his creditors, sold his property to a third party who was cognizant of the facts. The proceeds of the sale were paid to the preferred creditors. *Held,* that such sale was not fraudulent in fact. An intent to prefer is insufficient to establish a fraudulent intent. McWhorter, P., and Dent, J., *dissenting.*

There is a distinction between the effect of a transfer by a debtor in failing circumstances and an intent to hinder, delay or defraud his creditors. If the intent is to defraud, a valuable consideration will not save the transfer. *Gans v. Renshaw,* 2 Barr (Pa.) 36. The statute of 13 Eliz. is aimed only at intended fraud. *Bank v. Carter,* 38 Pa. 453. Without clear proof of fraud the sale is valid. *Meade v. Smith,* 16 Conn. 346; *Kirkland v. Snow,* 20 Conn. 23. The burden of proof rests upon the creditor impeaching the preference. *Glen v. Grover,* 3 Md. 212; *Johnson v. McGrew,* 11 Iowa 151. The fact that the debtor was about to abscond was held in *Garr v. Hill,* 9 N. J. Eq. 210, not to invalidate the sale. A secret motive for preference is immaterial, *Bun v. Ahl,* 21 Pa. 387, but the law will not tolerate any form of trust to the benefit of the debtor. *Johnson v. Whitwell,* 24 Mass. 71; *Dalton v. Currier,* 40 N. H. 237. If the debtor contrives that other creditors shall never be paid this is not a *bona fide* preference and the transfer may be set aside. *Drury v. Cross,* 7 Wall. 299; *James v. Ry. Co.,* 6 Wall. 752; *Gorden v. Clapp,* 113 Mass. 335; *Smith v. Schwed,* 9 Fed. 483.

JUDGMENT—WANT OF JURISDICTION—SERVICE OBTAINED BY TRICK.—FRAWLEY, BUNDY & WILCOX v. CASUALTY CO., 124 FED. 259.—*Held,* that a service of summons obtained by fraud is invalid and the defendant is not bound by a judgment rendered thereon.

Service obtained by fraud is invalid. *Williams v. Reed,* 29 N. J. L. 385. And the one upon whom it is made may have an action therefor. *Wanger v. Bright,* 52 Ill. 35. But it would seem that, if the service is in behalf of one not a party to a fraud, it will be good. *Nichols & Co. v. Goodheart,* 5 Ill. Ap. 574; *Adriance v. La Grave,* 59 N. Y. 110; though the principle of this ruling is doubted. *Alderson, Jud. Writs, 272.* But if the one upon whom the fraudulent service is made enters a plea, the irregularity is waived, *Manhard v. Schott,* 37 Mich. 234; *Gilson v. Powers,* 16 Ill. 355; even though a motion to dismiss the suit has been made and overruled. *Peters v. R. Co.,* 59 Mo. 406; *Gorner v. Slate,* 8 Blackf. 567. If judgment goes against the plaintiff by default, some cases hold that it cannot be collaterally attacked. *Shee v. La Grange,* 78 Iowa 101; *McMullen v. State,* 105 Ind. 334. Other courts, when suit is brought on the judgment, treat it as void. *Wood v. Wood,* 78 Ky. 624; *Dunlap & Co. v. Cody,* 31 Iowa 260. And this better accords with the rule that the judgment of a court which has no jurisdiction is void. 1 *Black, Jud.,* 218.

MASTER AND SERVANT—BLACKLIST—BOYER v. WESTERN UNION TEL. CO., 124 FED. 246.—*Held,* that an employer, having discharged employes for belonging to a labor union, has the right to enter the reason of their discharge

in a book and invite other employers to examine it, even though the latter then refuse to hire the discharged employes.

It is well established that the jurisdiction of equity does not extend to granting an injunction in cases of libel or slander or false representation, AL. v. BLOW ET AL., 75 S. W. (Mo.).—*Held,* that in a suit to foreclose a 114 Mass. 69; *Mayer v. Stonecutters' Ass'n.,* 47 N. J. Eq. 519. A boycott does not fall within this rule; *Casey v. Union No. 3,* 45 Fed. 135; and an injunction may issue in such a case. *Oxley Co. v. Coopers' Union,* 72 Fed. 695. But it is held to apply so as to prevent an injunction being obtained against the continuing of a blacklisting agreement. *Worthington v. Waring,* 157 Mass. 421. Nor, it would seem, is such an agreement actionable at law. *R. R. Co. v. Schaffer,* 65 O. St. 414; *Bohn Co. v. Hollis,* 54 Minn. 223, 234. Though, if the employe suffers an injury by reason of a false entry in the blacklist an action would be. *Hundley v. R. Co.,* 105 Ky. 162.

MORTGAGES—PROPRIETARY MEDICINE—RECEIVERSHIP—NOTICE.—TUTTLE ET AL. v. BLOW ET AL., 75 S. W. 617 (*Mo.*).—*Held,* that in a suit to foreclose a mortgage upon the right to manufacture and sell a patent salve, where the mortgagor had threatened to disclose the secret formula, it was proper to appoint a receiver without notice to the mortgagor.

It is an established principle that courts will not appoint receivers on *R. R. Co.,* 15 Fla. 201, until defendant has filed an answer or taken *pro* motion of plaintiff, *Trilbert v. Burgess,* 9 Md. 452; *State v. J. P. & M. confesso. Whitehead v. Wooten,* 43 Miss. 523. To this rule there is the well-defined exception that a receiver will be appointed without notice to defendant on clear proof that irreparable injury will result from delay. *Olmstead v. Distilling Co.,* 67 Fed. 24; *Sims v. Adams,* 78 Ala. 395; *Cleveland, C. C. & I. Ry. Co. v. Jewett,* 37 Ohio St. 649. The court refused to appoint a receiver on an *ex parte* application in *Devoe v. Ithaca & Oswego Ry. Co.,* 5 Paige (N. Y.) 521, but granted an injunction pending the motion. Fraud on the part of defendant will aid plaintiff in obtaining appointment. *Voshell v. Hynson,* 26 Md. 83. Defendant's remedy is immediate, and on cause shown the order will be superseded. *Gowan v. Jeffries,* 2 Ashm. (Pa.) 296.

MUNICIPAL CORPORATIONS—EQUITABLE ESTOPPEL—REPEAL OF ORDINANCE. —CITY OF ASHLAND v. NORTHERN PACIFIC RY., 96 N. W. 688 (WIS.).—A city passed an ordinance vacating certain streets under an agreement with a railroad company, but the ordinance was soon afterwards repealed before the company had acted thereon. No personal notice of the repeal was given to the company, and it thereafter went on to expend large sums relying on the ordinance. The city itself erected buildings on the land formerly occupied by the streets, and took no steps to enforce the repealing ordinance. *Held,* in an action commenced 13 years after the repeal, that the city was not estopped from claiming the streets as a highway. Cassoday, C. J., and Marshall, J., *dissenting.*

In support of the proposition upon which the decision seems to rest, that no acts done after the repeal of an ordinance in reliance on the ordinance will raise an estoppel against the city, because the other party is bound by law to know that the ordinance has been repealed, no authority